

C. S. Datta

I-03005/2015

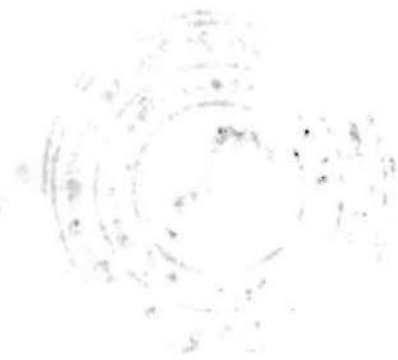


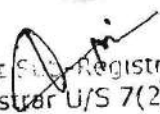
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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
6/5/15

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scrutinized that the document is admitted for registration. the signature sheets and the endorsement sheets attached with the document are part of this document



  
 District Registrar-IV  
 Registrar U/S 7(2) of  
 Registration Act 1908  
 Alipore, South 24 Parganas  
 2 APR 2015  
 12/4/15

**AGREEMENT FOR DEVELOPMENT**

**THIS AGREEMENT FOR DEVELOPMENT** is made this the <sup>2<sup>nd</sup></sup> ...  
 day of April .....Two Thousand Fifteen (2015) BETWEEN

নং 1722 তার 25-03-15 খুলি 100/

অধিদপ্তর

সং

*Santi (Prima House)  
Jagadab. Senarjun 106/157*

শ্রীমান কুমার সরকার  
স্ট্যাম্প ডেস্কের  
সোনাবাগুর এ.ডি.এস.আর অফিস  
দক্ষিণ ২৪ পরগনা

V.E.No-642/15

1288  
2/4/15

- Pawan Agarwal

MULTI LINE GROUP

Pawan Agarwal  
Partner

1289

MULTI LINE GROUP 2 APR 2015

*Shanku Ag*  
Partner

1290

MULTI LINE GROUP 2 APR 2015

*Lalchand Chakraborty*  
Partner

1291

- 2 APR 2015

*Shyamal Bharamar* 1

1292

*Swapna K. Mullick* - 2 APR 2015



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- 2 APR 2015

(1) **SRI SANTI PRIYA HOWLY**, (PAN-AMBPH4474Q) son of Sri Shibpada Howly, by faith Hindu, Indian, by occupation –Service, residing at Jagaddal Katayani Tala Street, P.O.& P.S. Sonarpur, Kolkata –700151, (2) **SRI SWAPAN KUMAR MUKHERJEE**, (PAN-AMEPM7645Q) son of Late Satkari Mukhopadhyay, by faith Hindu, Indian, by occupation – Business, residing at Jagaddal Katayani Tala Street, P.O.& P.S. Sonarpur, Kolkata – 700 151,(3) **SRI SHYAMAL BHOWMICK**,(PAN-AHPPB 0364E) son of Late Narendra Nath Bhowmick, by faith Hindu, Indian, by occupation –Business, residing at 124, K.M. Roy Chowdhury Road, P.O. Dakshin Jagaddal, P.S. Sonarpur, Kolkata –700151,Dist. South 24-Parganas, and (4) **SRI SHAMBHU NATH DAS**,(PAN-AGFPD4210Q) son of Late Amiya Kumar Das, by faith Hindu, Indian, by occupation – Service, residing at Jagaddal, P.O. Dakshin Jagaddal, P.S. Sonarpur, Kolkata –700151, Dist. South 24-Parganas, hereinafter jointly referred to as the '**OWNERS**'( which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns ) of the **FIRST PART:**

**AND**

**M/S. MULTILINE GROUP** (PAN-AAAYFM3480A) a Partnership Firm,, having its office at 81, Green Park, P.O. Narendrapur, P.S. Sonarpur, Kolkata – 700103, represented its Partners namely (1) **SRI PAWAN AGARWAL**, ( PAN-AFXPA0641R) son of Sri Babulal Agarwal, by faith Hindu, Indian, by occupation –Business, residing at RAJWADA ESTATE, 66, Maha Mayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700 084, (2) **SRI BIKASH AGARWAL**, (PAN-AHAPA8484B), son of Late Rajendra Kumar Agarwal, by faith Hindu, Indian, by occupation –Business, residing at WINDWOR GREEN, 26, Maha Mayatala Road, P.O. Garia, P.S.Sonarpur, Kolkata– 700 084, (3) **SRI SUBHAJIT CHAKRABORTY**, (PAN-AJFPC6541A), son of Late Mohan Lal Chakraborty, by faith Hindu, Indian, by occupation –Business, residing at S.B.Road, Rajpur, P.S.



1293

Shambhu Nath Das, 2 APR 2015



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2 APR 2015

- Sanku Praya Howhr.



Somenath Chakrabarty  
S/o Late Dulal Chakrabarty -  
Alipur & R-Office  
Kal-27  
Deed writer

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Sonarpur, Kolkata – 700 149, and (4) **SRI SANTONU DAS**, (ATQPD1791C) son of Sri Gopal Chandra Das, by faith Hindu, Indian, by occupation –Business, residing at 81, Green Park, P.O. Narendrapur, P.S. Sonarpur, Kolkata – 700103, hereinafter referred to as the **‘DEVELOPER’** ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns ) of the **SECOND PART:**

**WHEREAS** the Owners No.1, herein got and acquired ALL THAT a piece and parcel of homestead land measuring 3 cottahs 0 chittaks 22.5 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233, comprised in C.S.Dag No.3114,3115, R.S. Dag No.3114/3499 & 3115/3501, appertaining to R.S. Khatian No.664, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, being Part of Holding No.134, Katyani Tala Street, Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by a Bengali Deed of Gift, dated 12.02.2013, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No.I, CD Volume No.4, pages from 5684 to 5694, Deed no. 01599, for the year 2013, from his father Sri Shibpada Howly.

**AND WHEREAS** the Owners No.2, herein got and acquired ALL THAT a piece and parcel of homestead land measuring 50 Decimals more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233, comprised in C.S.Dag & R.S. Dag No.3114 (29 decimals ) & C.S. & R.S. Dag No. 3115 ( 21 decimals) appertaining to R.S. Khatian No.664, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, Sub-registry office at Sonarpur, in the District of South 24-Parganas, more fully described in the First Schedule hereunder written, by a Bengali Deed of Gift, dated 23.03.1966, registered in the office of .S.R. at Baruipur and recorded in Book No.I, Volume No.51, pages from 98 to 100,



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Deed no. 3488, for the year 1966, from his Lakshmi Narayan Mukhopadhyay, son of Rameswar Mukhopadhyay.

**AND WHEREAS** being the owner of the said land, the said Swapan Kumar Mukherjee mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No.128, Katyani Tala Street, and also recorded his name in the office of the District Collector, (B.L. & L.R.O) and the said land is recorded as L.R. Dag No.3157 and 3158 under L.R.1697 in the L.R. Settlement records of rights as the absolute owner thereof .

**AND WHEREAS** the Owners No.3, herein purchased ALL THAT a piece and parcel of homestead land measuring 7 cottahs 8 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233, comprised in C.S. Dag & R.S. Dag No.3150, appertaining to R.S. Khatian No.663, corresponding to L.R. Dag No.3196 under L.R. Khatian No.370 under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, , Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by two separate Bengali Deed of Sale, out of which one dated 09.10.2002, registered in the office of D.S.R.-IV at Alipore and recorded in Book No.I, Volume no.20, pages 25 to 39, Deed No.02385, for the year 2006, and other deed registered 18.05.2004, Volume No.45, pages from 2542 to 2556, Deed no. 05912, for the year 2006, from the then lawful owner Smt. Krishna Kumari Dasi, wife of Late Ratan Ch Mondal, through her constituted Attorney Sri Panchanan Mondal, son of Late Ratan Ch. Mondal..

**AND WHEREAS** the Owners No.4, herein purchased ALL THAT a piece and parcel of homestead land measuring 2 cottahs 11 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233,



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comprised in C.S. Dag & R.S. Dag No.3149, appertaining to R.S. Khatian No.660, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by a Bengali Deed of Sale, dated 04.06.2008, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No.I, CD Volume No.14, pages from 3465 to 3477, Deed no.5464, for the year 2008, from Sri Dwaipayan Bhattacharya, son of Ashutosh Bhattacharya.

**AND WHEREAS** being the owner of the said land, the said Shambhu Nath Das mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No.424, K.M. Roy Chowdhury Road.

**AND WHEREAS** the said Sri Shanti Priya Howly granted, transferred and conveyed by way of gift undivided 4 Chittaks out of 3 cottah 25 sq.ft. more or less, of R.S. Dag No.3114, 3115, L.R. Dag No.3157 & 3158, under R.S. Khatian No.664, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 22.02.2013, registered at A.R.A-I, Kolkata, vide Book No.I, CD Volume No.5, pages from 5889 to 5899, Deed No.02414 for the year 2013, unto the said Sri Swapan Kumar Mukherjee.

**AND WHEREAS** the said Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 8 cottah 11 Chittaks more or less, of R.S. Dag No.3115, L.R. Dag No.3158 under R.S. Khatian No.664, L.R. Khatian No.1697, and 2 chittaks out of 2 Cottahs 30 sq.ft. R.S. Dag No.3114, L.R. Dag No.3157 under R.S. Khatian No.664, L.R. Khatian No.1697, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 22.02.2013, registered at A.R.A-I, Kolkata, vide Book No.I, CD Volume No.5, pages from 5900 to 5911, Deed No.02415 for the year 2013, unto the said Sri Shanti Priya Howly .



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**AND WHEREAS** the said Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 2 cottah 11chittaks more or less, of C.S. & R.S. Dag No.3149, L.R. Dag No.3195, under R.S. Khatian No.660, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5951 to 5960, Deed No.11772 for the year 2014, unto the said Sri Shyamal Bhowmick.

**AND WHEREAS** the said Sri Shyamal Bhowmick granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 7 cottah 8 chittaks more or less, of C.S. & R.S. Dag No.3150, L.R. Dag No.3196, under R.S. Khatian No.663, L.R. Khatian No.370, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5941 to 5950, Deed No.11773 for the year 2014, unto the said Sri Shambhu Nath Das.

**AND WHEREAS** the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 10 cottah 3 chittaks more or less, of C.S. & R.S. Dag No.3149 & 3150, L.R. Dag No. 3195 & 3196, under R.S. Khatian No. 660 & 663, L.R. Khatian No.370, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5926 to 5940, Deed No.11774 for the year 2014, unto the said Sri Shanti Priya Howly and Sri Swapan Kumar Mukherjee.

**AND WHEREAS** the said Sri Shanti Priya Howly and Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 4 Chittaks out of 13 cottah 12 chittaks 7.5sq.ft. more or less, of C.S. R.S. Dag No.3114 & 3115, R.S. Dag No. 3114 & 3115, 3114/3499 & 3115/3501, L.R. Dag No. 3157 & 3158, under R.S. Khatian No. 664 & 663,



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L.R. Khatian No.1697, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5911 to 5925, Deed No.11775 for the year 2014, unto the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das.

**AND WHEREAS** thus the Owners herein jointly seized and possessed of the aforesaid four adjoining plots total land measuring 23 cottahs 15 chittaks 7.5 sq.ft. be the same a little more or less with structure standing thereon, and got their names mutated in the office of the Rajpur Sonarpur Municipality and the said property since known and numbered as Municipal Holding No.128, Katyani Tala Street, under Ward No.25, upon payment of rates and taxes thereto and subsequently they recorded their names in the office of the District Collector,( B.L. & L.R.O. concerned) and their names are recorded in the recent published L.R. settlement records of rights as the absolute owners in their respective share.

**AND WHEREAS** thus the owners herein jointly seized and possessed of the said land measuring 23 cottahs 15 chittaks 7.5 sq.ft. more or less together with structure standing thereon, out of which land measuring 3 cottahs 22.5 sq.ft. owner No.1 Sri Shanti Priya Howly, land measuring 10 cottahs 11 chittaks of the owner no.2 herein Sri Swapan Kumar Mukherjee, land measuring 7 cottahs 8 chittaks of owner no.3 herein Sri Shyamal Bhowmick and land measuring 2 cottah 11 chittaks of owner no.4 herein Sri Shambhu Nath Das, all having unfettered right, title and interest thereto and free from all encumbrances.

**AND WHEREAS** the Owners are desirous of constructing a multi storied building on the said land, but due to insufficiently fund, the Owners have placed their offer to the Developer to entrust the said development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owners herein under the following terms and conditions .



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**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed and declared by and between the parties hereto as follows :-

That in this agreement unless anything appears to be repugnant to the subject or context :-

**ARTICLE – I : DEFINITION**

- 1.1 **OWNERS** : shall mean and include the party of the First Part and their heirs and successors.
- 1.2 **DEVELOPER**: shall mean and include the Party of the Second Part and its Partners for the time being, and their respective heirs, executors, administrators, legal representatives and assigns.
- 1.3 **SAID PROPERTY**: shall mean and include the land 23 cottahs 15 chittaks 7.5 sq.ft. more or less together with structure standing thereon, more or less, with a structure standing thereon, situated at Mouza- Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47, 49, 64, 63, 68, R.S. No. 233, comprised in C.S. Dag No.3114, 3115, R.S. Dag No. 3114, 3115,3114/3499 & 3115/3501, L.R. Dag No.3157,3158, 3195, 3196, appertaining to R.S. Khatian No.660,663, 664, L.R. Khatian no.1697,370, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, being Part of Holding No. 134, Katyani Tala Street, Sub-registry office at Sonarpur, in the District of South 24- Parganas, fully described in the First Schedule hereunder written .
- 1.4 **NEW BUILDING**: shall mean and include such multi storied building shall be approved by the parties hereto and sanctioned by the Rajpur Sonarpur Municipality in respect of the said property to be constructed on the said land.
- 1.5 **COMMON FACILITIES**: shall mean and include corridors, staircase, ways, landing, roof common passage, boundary wall, water reservoir, water tank, pump motor, Lift, electrical and sanitary